

Antelope Valley Integrated Regional Water Management Planning Grant Proposal

Attachment 2. Eligible Applicant Documentation

Attachment 2 includes the following items:

- **Eligibility Statement**
- **Joint Powers Agreement** – The Joint Powers Agreement was signed on May 26th 1999 and formed the Antelope Valley State Water Contractors Association, who is the applicant for the IRWM Planning Grant Proposal. The Joint Powers Agreement was signed by Antelope Valley-East Kern County Water Agency, Littlerock Creek Irrigation District, and the Palmdale Water District.
- **Regional Water Management Group Implementation Agreement**

Eligibility Statement

The Antelope Valley State Water Contractors Associations is applying for this planning grant on behalf of the Antelope Valley Integrated Regional Water Management program. The Antelope Valley State Water Contractors Association is an eligible applicant as described below:

1. Is the applicant a local agency as defined in Appendix B of the Guidelines? Please explain.

Yes, the Antelope Valley State Water Contractors Association (Association) is a Joint Powers Authority. See attached **Joint Powers Agreement**.

2. What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?

The Association is a Joint Powers Authority formed pursuant to the provisions of California Government Code Section 6500 et seq. relating to the joint exercise of powers of public agencies. The members of the Association include Antelope Valley-East Kern Water Agency, Littlerock Creek Irrigation District and Palmdale Water District. The Association was formed on May 26th 1999. See attached Joint Powers Agreement.

3. Does the applicant have legal authority to enter into a grant agreement with the State of California?

Yes, the Association has the power to apply for grants, loans and other forms of financial assistance to carry out the objectives of the Association. This was established in the Joint Powers Agreement that established the Association on May 26th 1999. See attached Joint Powers Agreement

4. Describe any legal agreements among partner agencies and/or organizations that ensure performance of the Proposal and tracking of funds.

Please see attached **Regional Water Management Group Implementation Agreement**.

**JOINT POWERS AGREEMENT CREATING
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

THIS AGREEMENT is made and entered into this 26th day of May, 1999 by and between Antelope Valley-East Kern Water Agency, hereinafter referred to as AVEK, Littlerock Creek Irrigation District, hereinafter referred to as L.C.I.D. and Palmdale Water District, hereinafter referred to as P.W.D.

RECITALS

WHEREAS, AVEK is a Special Act water agency formed and existing under and pursuant to the Antelope Valley-East Kern Water Agency Law (California Water Code Uncodified Acts, Act 9095).

WHEREAS, L.C.I.D. is a California Irrigation District formed and existing under and pursuant to the California Irrigation District Law (California Water Code Sections 20500 et seq.).

WHEREAS, P.W.D. is a California Irrigation District formed and existing under and pursuant to the California Irrigation District Law (California Water Code Sections 20500 et seq.).

WHEREAS, AVEK, L.C.I.D. and P.W.D. include within their respective boundaries substantially all of the Antelope Valley Groundwater Basin; and

WHEREAS, the Antelope Valley Groundwater Basin constitutes a common source of water supply and a common groundwater storage facility for the customers and inhabitants of all three agencies; and

WHEREAS, it would be mutually beneficial for AVEK, L.C.I.D. and P.W.D. to provide for the conjunctive utilization of the local groundwater and imported water supply within the Antelope Valley Groundwater Basin by jointly exercising their common powers in the manner set forth in the agreement.

NOW, THEREFORE, AVEK, L.C.I.D. and P.W.D. for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

A. PURPOSE

1. This agreement is made pursuant to the provisions of California Government Code Section 6500 et seq. relating to the joint exercise of powers of public agencies. AVEK, L.C.I.D. and P.W.D. each possess the common powers referred to in the above recitals. The purpose of this agreement is to exercise such common powers jointly to develop and protect a water supply for the Antelope Valley Groundwater Basin in accordance with the Statement of Principles and Objectives as shown in exhibit "A". Such purpose will be accomplished by the exercise of said common powers exercised in the manner set forth in this agreement.

B. GENERAL ORGANIZATION

2. Association Created. There is hereby created a joint powers authority to be known as "Antelope Valley State Water Contractors Association", herein sometimes called "Association". The Association shall be a public entity separate from the parties hereto.

3. Powers. The Association shall have the power, in its own name, to do any and all of the following:

a. To exercise joint and common powers of its members in studying, planning, and implementing programs for coordinated utilization of the surface water, groundwater, imported water supplies and the groundwater storage capacity of the Antelope Valley Groundwater Basin.

b. To make and enter contracts.

c. To employ agents and employees.

d. To acquire, construct, manage, maintain and operate any buildings, works or improvements.

e. To acquire, hold and dispose of property.

f. To incur debts, liabilities and obligations including the issuance of bonds and other evidence of indebtedness.

g. To adopt bylaws.

h. To apply for grants, loans and other forms of financial assistance to carry out the objectives of the Associations.

i. To invest Association funds as authorized by law.

j. To sue and to be sued in its own name.

The powers herein enumerated shall be exercised, to the extent not herein specifically provided for, in the manner and according to the method set forth and provided under laws applicable to irrigation districts set forth in Division II beginning with section 20500 of the Water Code of the State of California.

4. Membership. The members of this association shall be AVEK, L.C.I.D. and P.W.D.

5. Association Commission. The Association shall be governed by a commission composed of six commissioners, consisting of two appointees from the governing boards of AVEK, L.C.I.D. and P.W.D. Each member may also appoint from its board an alternate commissioner to serve in the event of the absence of an appointed member. The Commission shall be called "Antelope Valley State Water Contractors Commission", hereinafter sometimes referred to as "Commission".

C. MEMBERSHIP PROVISIONS

6. Reserve Power of Members. Each member of the Association expressly possesses and reserves to itself final and absolute discretion to approve or disapprove, prior to commitment, any and all expenditures by the Association, other than such as may have been budgeted items, insofar as such expenditures are or shall be chargeable against such member. All budgets shall be subject to prior approval by each member to the extent that such budget may impose any financial liability on such member.

7. Withdrawal of Membership. Any member of the Association shall have the right to withdraw its membership upon serving prior written notice of intention so to do on the other members at least one hundred twenty (120) days before the close of any fiscal year. Unless sooner revoked, such

withdrawal shall become effective upon the expiration of the fiscal year during which such notice was given; provided, however, that no such withdrawal shall release the withdrawing member from any financial obligation theretofore incurred by it hereunder.

8. Vote or Assent of Members. The vote, assent or approval of members in any matter requiring such vote, assent or approval hereunder shall be evidenced by certified copy of a resolution of the governing body of such member, filed with the Association.

9. Designation of Commissioners. Each member of the Association shall appoint two members from its Board of Directors to act as its Commissioners. Each Commissioner shall hold office from the first meeting of each odd-numbered year for a period of two years, or until his successor is selected.

D. ANTELOPE VALLEY STATE WATER CONTRACTORS COMMISSION

10. Meetings. The Commission shall meet at such time and place as shall be determined by resolution of the commission. Special meetings may be called at any time at the request of any member of the Commission. All meetings of the Commission, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

11. Quorum. A majority of the commissioners shall constitute a quorum for the transaction of business, provided that there is at least one commissioner or an alternate present representing each of the members. The vote of a majority of the total of all Commissioners shall be required to adopt any action by the Commission except that any number of votes taken by a majority of the Commissioners present at any one meeting shall be sufficient for an adjournment.

12. Powers and Limitations of Commission. All of the power and authority of the Association shall be exercised by the Commission; subject, however, to the reserved right of members with regard to the approval of a budget and the assumption of financial obligations. No action of the Commission shall be taken upon less than a majority vote of the total number of Commissioners, except that any action in connection with the adoption of a budget or the assumption of financial obligations shall only be upon a unanimous vote of all of the members of the Commission.

E. OFFICERS

13. There shall be selected from the Commission a chairman, treasurer-auditor and a secretary selected from the staff of one of the members. There may also be selected a vicechairman and there may also be selected one or more assistant secretaries, who need not be members of the Commission. The treasurer shall be the depository for and shall have custody of all money of the Association, from whatever source, and he shall draw all warrants to pay demands against the Association approved by the Commission. The public officers or persons who have charge of, handle or have access to any money or property of the Association shall file an official bond in an amount from time to time fixed by the members of the Association by written agreement filed with the Commission. In addition, the Commission shall have the power to appoint such additional officers and to employ such additional employees, consultants or assistants as may be appropriate and within any approved budget. Each and all of said officers, consultants or employees shall hold office or be employed at the pleasure of the Commission and shall perform such duties and have such powers as the Commission may determine. The compensation of any and all officers, employees or agents of the Commission shall be fixed by the Commission. All of the privileges and immunities from liability, exemption from laws, ordinances and

rules, which apply to the activity of any officer, employee of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any functions or duties under this agreement.

F. ADMINISTRATIVE BUDGET PROCEDURES

14. Formulation and Adoption of Budget. Annually at the budget meeting of the Commission, a general budget shall be adopted for the ensuing fiscal year. Each fiscal year of the Commission shall begin on the 1st day of July and end on the 30th day of the following June. The budget shall be prepared in sufficient detail to constitute an operating outline of expenditures for general administration and overhead. Initially each member of the Association shall be allocated an assessable share of such budget in equal percentages up to a combined total of \$30,000.00 per year. If the annual budget exceeds \$30,000.00, the Commission shall renegotiate the assessable share of each member. Such budget shall be adopted by the Commission subject to the approval of the members of the Association. As specific projects are identified to be undertaken by the Association a separate agreement will be prepared for each such project setting forth the percentage of the total cost of construction and operation to be borne by each member of the Association.

15. Approval by Members. Each budget adopted by the Commission must be approved by the governing body of each member of the Association and shall be deemed effective upon receipt by the Association of certified copies of the approving resolution of each member of the Association. Until such time as said formal approval has been received from each member of the Association, said budget shall only constitute a proposed budget, subject to consideration or addition.

16. Obligation of Members to Provide for Obligation to Association. Each member of the Association shall take such action as is necessary to include and maintain all its obligations due hereunder in each fiscal year in its budget for such fiscal year and further shall make necessary appropriations to meet said obligations. The members of the Association shall furnish to the Commission copies of their respective budgets at least fifteen (15) days prior to final adoption thereof. Each member of the Association shall pay the amount so appropriated for the Agency within sixty (60) days after receipt of billing from the Association but in no event later than the last day of the fiscal year to which said billing relates. Said amounts, if not timely paid, shall bear interest at the rate of 7% per annum from the date on which such payment is due.

17. Effect of Failure to Approve Budget. If any member of the Association fails or refuses to approve the budget of the Association, the matter shall be returned to the Commission for resetting and revision. If such member refuses to approve the budget as revised or resubmitted by the Commission after said reconsideration, said refusal shall constitute a withdrawal of such member from the Association and cancellation of this Joint Powers Agreement.

18. Expenditures within Approved Budget. All expenditures within the designations and limitations of approved budgets shall be made on authorization of the Commission. No expenditures in excess of those budgeted shall be made without approval of each member of the Association in the form of an amended or supplemental budget.

G. PAYMENT OF BUDGET ALLOCATION

19. Procedure. Each member of the Association shall be obligated to pay its pro-rata share of the funds required to be appropriated by any approved budget. Approval of any budget by a member shall constitute an agreement of such member to pay said allocation, conditioned only on the approval thereof by each of the other members.

20. Payment of Allocations. Budget allocations shall be due and payable thirty (30) days after receipt of billing therefor from the Association.

H. ACCOUNTING AND AUDITS

21. Fiscal Year. The fiscal year of the Association shall be from July 1 to June 30, following.

22. Accounting Procedures. Full books and accounts shall be maintained for the Association in accordance with practices established by and consistent with those utilized by the Controller of the State of California for like public entities. In particular, its treasurer shall comply strictly with the requirements of the statute covering joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500.

23. Audit. The records and accounts of the Association shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the Auditor of the County of Los Angeles, the State Controller and each member of the Association, on or before September 15 of each year. The annual audit shall comply with the minimum requirements of audits established by the State Controller for special districts under Section 26909 of the Government Code.

I. PROPERTY RIGHTS

24. Allocation and Books. To the extent that any funds received from any member of the Association are used for the acquisition or construction of physical assets, the same shall be allocated annually on the books of the Association to the credit of said contributing member.

25. Distribution on Termination of Association. Upon termination or dissolution of the Association, the assets in the possession of the Association at such time shall be distributed in kind or sold and the proceeds thereof distributed to the members of the Association upon such termination as their interests may appear on the books of the Association and pursuant to the provisions of Section 6512 of the Government Code.

26. Liabilities. Such enforceable liabilities as may have been incurred by the Association during the course of its existence shall be discharged at the end of the term hereof, first by applying the Association's funds and assets on hand and thereafter to the extent of any deficiency by prorated contributions made by each member of the Association. Except as provided hereinabove, the debts and liabilities are obligations of the Association alone and not of the parties to this agreement.

27. Bonds of Officers. The fixing of the amount of the bond of the officers of the Commission should comply with the provisions of Section 6505.1 of the Government Code and accordingly should be fixed by agreement of the members of the Association and not by the Commission referred to in the Association agreement.

J. RESCISSION OR TERMINATION

28. Term. Association shall continue until this agreement is rescinded or terminated as herein provided. Except as terminated for non-payment of assessments or withdrawal of a member as herein in this agreement provided, this agreement may only be terminated by unanimous agreement of the members of the Association.

29. Amendments. Amendments to this agreement may only be accomplished by the unanimous written consent and approval of the members of the Association.

30. Rescission or Termination. This agreement may also be terminated at any time or may be rescinded by the unanimous written consent of the Association at any time or by the withdrawal of any member as herein elsewhere provided. Provided, however, that no termination, rescission or withdrawal shall relieve any member of any obligation theretofore incurred hereunder.

31. Severability Clause. Should any part, term, portion or provision of this agreement be by the courts decided to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby; provided that such remaining portion or provision can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

This agreement shall be binding upon and shall inure to the benefit of the successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first above written.

ANTELOPE VALLEY-EAST KERN WATER AGENCY

By Andy D. Luttidge
President

Approved as to form:

By Maxine M. Shaw
Secretary

Michael T. Bell
Counsel

LITTLEROCK CREEK IRRIGATION DISTRICT

By _____
President

Approved to as form:

By _____
Secretary

Counsel

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ANTELOPE VALLEY-EAST KERN WATER AGENCY

By _____
President

Approved as to form:

By _____
Secretary

Counsel

LITTLE ROCK CREEK IRRIGATION DISTRICT

By Larry J. Connelly DVM
President

Approved to as form:

By Frances Young
Secretary

Tam G. Gody
Counsel

PALMDALE WATER DISTRICT

By Leslie O. Carter
President

Approved as to form:

By J. B. Freeman
Secretary

W. J. Senechal
Counsel

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION STATEMENT OF PRINCIPLES AND OBJECTIVES

Three public agencies serving the Antelope Valley, (alphabetically) Antelope Valley - East Kern Water Agency, Littlerock Creek Irrigation District, and Palmdale Water District (Agencies), have executed contracts with the State of California, Department of Water Resources for entitlement to and delivery of water from the State Water Project. Each has capacity rights in the East Branch of the California Aqueduct, which traverses the Antelope Valley, and combined these entitlements total approximately 158,000 acre-feet per year. Furthermore, the combined boundaries of the Agencies encompass almost all of the Antelope Valley; each operates to fulfill its duty to develop and secure reliable water supplies within its boundaries; each recognizes the potential benefits of cooperation on their individual duties and the Antelope Valley at large; and each recognizes the need to optimize the utilization of water resources and protect surface water and groundwater storage against adverse effects in order to enable landowners and residents in the Antelope Valley to have a safe water supply provided in the most economical and efficient manner.

The Agencies desire to form an association to be known as the Antelope Valley State Water Contractors Association whose objective shall be to facilitate the coordinated development and implementation of plans and programs to satisfy their obligations consistent with their legal authority. As a framework for the Association's activities, it declares the following Statement of Principles and Objectives:

- 1) To make optimum use of available water supplies to meet current and anticipated demands through the following:
 - a) Encourage the use of imported water, when and where appropriate.
 - b) Encourage conservation of local surface water and groundwater.
 - c) Optimize the use of available surface and subsurface water storage capacity.
 - d) Identify the most suitable locations for replenishment and storage of available water.
 - e) Consider all means of groundwater recharge.
- 2) To confirm that the Association will not take away any water rights within the Antelope Valley.
- 3) To develop plans for maximum cooperative use of available water resources.

- 4) To establish an equitable means of apportioning the benefit and burdens of water resource management.
- 5) To prevent the export of native surface water and groundwater from the Antelope Valley and develop reasonable limitations upon the export of any other water from the Antelope Valley.
- 6) To provide a mechanism for the storage and recovery of water.
- 7) To encourage the protection and preservation of surface water and groundwater quality.
- 8) To develop conservation plans to promote reasonable beneficial use of water.
- 9) To respect existing jurisdictional authority of the public agencies and water suppliers in the Antelope Valley.
- 10) To solicit and welcome the advice, counsel and support of interested parties and the public in the implementation of these principles and objectives.
- 11) To conduct regularly scheduled Association meetings to advance these principles and objectives and discuss other matters of common interest.

Nothing herein shall be construed as a transfer or compromise of any rights, property or legal authority owned or held by any member of the Association. Each member shall retain legal authority to act independently of the other members, and to assert its individual rights as against the other members, unless otherwise agreed by separate written instrument.

**AMENDMENT NO. 1
TO JOINT POWERS AGREEMENT CREATING
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

WHEREAS, Section 23 of the Joint Powers Agreement creating Antelope Valley State Water Contractors Association provides that the records and accounts of the Association shall be audited annually;

WHEREAS, it would be beneficial to the Association to provide that the annual audit may be replaced with an audit covering a two-year period;

WHEREAS, Section 29 of the Joint Powers Agreement provides that the agreement may be amended upon the unanimous written consent and approval of the members of the Association.

NOW THEREFORE, the members of the Association hereby exercise their right to amend the agreement by adding the following at the end of Section 23:

Notwithstanding the foregoing, pursuant to Government Code Section 6505, upon the unanimous vote of all Commissioners, the annual audit may be replaced with an audit covering a two-year period.

IN WITNESS WHEREOF, the members of the association have executed this Amendment as of the 28th day of August, 2001.

**ANTELOPE VALLEY-EAST KERN
WATER AGENCY**

Approved as to form:

Michael T. Riddell
Mike Riddell Counsel

By: Andy D. Rutledge
Andy Rutledge President
By: Marilyn L. Mettler
Marilyn L. Mettler Secretary

LITTLE ROCK CREEK
IRRIGATION DISTRICT

Approved as to form:

Donnell
Counsel

By: *Larry J. Connelly* *DM*
President

By: *Frances Young*
Secretary

PALMDALE WATER DISTRICT

Approved as to form:

Counsel

By: _____
President

By: _____
Secretary

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Approved as to form:

Counsel

LITTLE ROCK CREEK
IRRIGATION DISTRICT

By: _____
President

By: _____
Secretary

PALMDALE WATER DISTRICT

Approved as to form:



Counsel

By: 

President

By: 

Secretary

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AGREEMENT ON THE IMPLEMENTATION OF THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

THIS AGREEMENT is made and entered into as of this 7th day of APRIL, 2009 by and between the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, ("Association"), City of Palmdale, City of Lancaster, County of Los Angeles, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley, (collectively, the "parties"):

RECITALS

- A. On or about January 9, 2007, the parties entered into a Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("MOU") under the California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002* (the "Act").
- B. The parties desire to engage the various stakeholder interests throughout the Antelope Valley in implementing the Integrated Regional Water Management Plan (IRWMP) through broad facilitated agreement.
- C. The parties desire to obtain grant or other funding to supplement the costs of implementing the IRWMP.

NOW, THEREFORE, the parties agree as follows:

- 1. The parties to this Agreement shall be known as and referred to as the Regional Water Management Group (RWMG). If approved by all parties, new entities may join the RWMG by adopting the IRWMP, executing this Agreement, agreeing to be bound by the terms hereof, and payment of such reasonable sums as the existing RWMG members shall determine.
- 2. Entities that are not members of the RWMG may contribute funding or in-kind services to support the activities of the RWMG without becoming signatories to this Agreement.
- 3. Each party shall designate a representative and an alternate to attend meetings, work with representatives of the other parties and to formulate

proposed actions by the RWMG. Any party may change designated representatives by notification to the other parties.

4. Representatives of the RWMG shall do the following:

- a) Designate a person to serve as the central point of contact for the representatives of the RWMG and as chairperson at any meetings.
- b) Hold public meetings for interested members of the public to meet, share ideas and discuss actions taken by the parties to implement the IRWMP. These meetings will be referred to as Stakeholder Meetings and people who attend these meetings may be referred to as the Stakeholder Group. The Stakeholder Group will be encouraged to participate in Stakeholder Meetings, advocate for regional projects, and disseminate information from the Stakeholders Meetings to the general public. In order to maintain effective meetings, the Stakeholder Group will follow a Code of Conduct at the Stakeholder Meetings to:
 - i. Participate fully.
 - ii. Treat others with dignity and respect.
 - iii. Consider new ideas and perspectives.
 - iv. Share accurate facts.
- c) Promote regional cooperation among its members to implement the IRWMP.
- d) Gather, compile, and manage data, as defined in the IRWMP.
- e) Develop proposals for the voluntary funding of cooperative efforts to implement the IRWMP. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such proposals.
- f) Develop a list of short-term implementation objectives. The ideas and suggestions of the Stakeholder Group shall be considered in the development of such implementation objectives.
- g) Prepare and/or disseminate to the RMWG progress reports and proposed updates to the IRWMP. This task may be delegated to the Advisory Team as defined below.
- h) Identify and recommend to the governing bodies of the parties that applications be submitted for appropriate funding opportunities.

5. The parties shall designate one party, the Association, to solicit and administer one or more contracts ("Contracts"), with one or more third-party

consultants, to assist the RWMG to promote collaboration between members of the RWMG and other stakeholders during implementation of the Plan, prepare grant applications, update the IRWMP, and manage data collected consistent with the IRWMP on behalf of the RWMG. Any contract recommended by the Association shall be subject to the written approval of each party.

6. The parties shall establish a seven-member Advisory Team to the RWMG selected by the Stakeholder Group in the following manner:

a) The Stakeholder Group shall select seven members according to the following categories for staggered three-year terms¹.

- i. Agriculture (2010)
- ii. Conservation, Environmental, and Water Quality (2011)
- iii. Industry and Commerce (2009)
- iv. Municipalities (2010)
- v. Mutual Water Companies (2011)
- vi. Public/Land Owners/Rural Town Councils (2009)
- vii. Urban Water Suppliers (2010)

b) Nominations for each category can be made by any member of the Stakeholder Group and must be made during a Stakeholder Meeting.

c) If the person nominated is willing to serve on the Advisory Team as described, that person will be considered as a potential member by the Stakeholder Group.

d) Nominations for each open category will be discussed by the Stakeholder Group during a Stakeholder Meeting. If more than one qualified nomination is made per category, the Stakeholder Group shall choose one team member per category. Selections will be made by consensus. If a selection cannot be made by consensus, a selection will be made based on simple majority vote of the members at a meeting. Each Stakeholder Group member present may cast one vote per category.

e) If an Advisory Team position becomes vacant before the regularly-scheduled reselection year, the same selection process described in this section will be used to select a replacement.

¹ Members for each category will be reselected in the year shown and every three years thereafter.

- f) Advisory Team members may not designate an alternate.
 - g) Members of the Advisory Team shall use their best efforts to make decisions by consensus. If a consensus cannot be reached on a particular matter, a simple majority vote of the members present at a meeting at which a quorum is present will be sufficient to take action. A quorum shall be half the number of members plus one.
 - h) If the Stakeholder Group is not satisfied with the performance of one or more Advisory Team members, one or more members of the Stakeholder Group can request that the RWMG conduct a new nomination and selection cycle for the category (or categories) involved.
7. The parties will delegate the following tasks to the Advisory Team:
- a) Schedule and facilitate Stakeholder Meetings
 - b) Draft agendas and prepare minutes for the Stakeholder Meetings
 - c) Distribute information to the Stakeholder Group
 - d) Develop a list of short-term implementation objectives for consideration and approval by the RWMG and Stakeholder Group.
 - e) Maintain a list of long-term implementation objectives for the RWMG to address and update at Stakeholder Meetings.
 - f) Recommend an annual scope and budget to the RWMG
 - g) Maintain the AVIRWMP website
 - h) Identify grant opportunities for the RWMG or its members to apply for
 - i) Review and edit grant applications submitted by the RWMG
 - j) Designate a single point of contact for all AVIRWM efforts
 - k) Recommend options to the RWMG to consider for establishing a long-term governance structure for integrated regional water management in the Antelope Valley
8. The parties shall designate a lead applicant for the RWMG for grant programs that require regional collaboration to contract with and receive funds from the granting agency, invoice the granting agency, fulfill the administrative responsibilities of the grant contract, and distribute the funds received from the granting agency to the specific project sponsors, subject to the written approval of each party. A party's (or parties') failure to approve a grant

application shall not prevent other parties from seeking that grant application on their own behalf.

9. Each party shall provide and share with other parties, all necessary and relevant information, data, studies, and/or documentation in its possession as necessary to further the purposes of this Agreement. To the extent allowed by law, the parties may enter into confidentiality agreements to maintain the confidentiality of any documents that are exempt from disclosure under the California Public Records Act or otherwise privileged and confidential.
10. Each party shall review and comment on draft and final versions of technical reports, grant applications, and revisions or addendums to the IRWMP within twenty-one (21) calendar days from the date of receipt of those documents from their representative.
11. Each party shall consider for adoption final versions of IRWMP revisions or addendums within forty-five (45) calendar days from the date of receipt of the document.
12. Consistent with their powers and purposes, each party shall work together in a spirit of cooperation, collaboration, and mutual respect, with the overall goal of bringing the highest possible benefit for the Antelope Valley as a hydrologic region.
13. This Agreement shall be executed in duplicate originals, one for each Party, each of which duplicate original shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY-EAST KERN WATER AGENCY;

ANTELOPE VALLEY-EAST KERN WATER AGENCY

BY 

APPROVED AS TO FORM:

By 
Legal Counsel

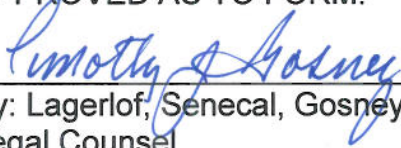
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Palmdale Water District;

PALMDALE WATER DISTRICT



By: Jeff A. Storm, President
Board of Directors

APPROVED AS TO FORM:



By: Lagerlof, Senecal, Gosney & Kruse, LLP
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Quartz Hill Water District;

QUARTZ HILL WATER DISTRICT

A handwritten signature in cursive script, appearing to read "Allen Flick Sr.", written over a horizontal line.

By: Allen Flick, Sr.
Board President

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Brad Weeks", written over a horizontal line.

By: Brad Weeks, Esq.,
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by Littlerock Creek Irrigation District;

LITTLEROCK CREEK IRRIGATION DISTRICT

By: Bj Bones

APPROVED AS TO FORM:

By
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION;

**ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION**



By:

APPROVED AS TO FORM:



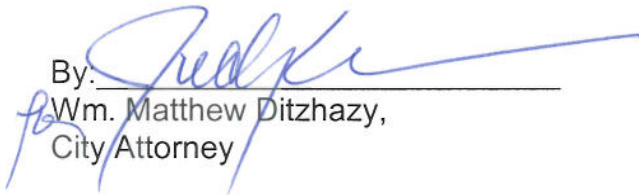
By:
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by City of Palmdale;

CITY OF PALMDALE

By: 
James C. Ledford, Jr.
Mayor

APPROVED AS TO FORM:

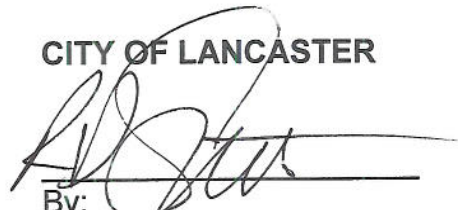
By: 
Wm. Matthew Ditzhazy,
City Attorney

ATTEST:

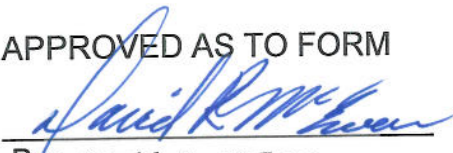
By: 
Victoria L. Hancock, CMC
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF LANCASTER;


CITY OF LANCASTER


By: Ronald D. Smith
Vice Mayor

APPROVED AS TO FORM



By: David R. McEwen
City Attorney

Attest:


City Clerk Geri K. Bryan, CMC
City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by County Sanitation District No. 14 of Los Angeles;

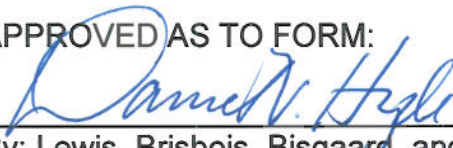
**COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY**

By:  _____
FEB 25 2009

ATTEST:

 _____
By:

APPROVED AS TO FORM:

 _____
By: Lewis, Brisbois, Bisgaard, and Smith LLP
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by County Sanitation District No. 20 of Los Angeles;

**COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES**

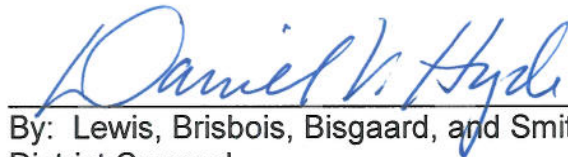
A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by a series of loops and a horizontal stroke.

FEB 25 2009

ATTEST:

A handwritten signature in blue ink, reading 'Kimberly S. Copton'.


APPROVED AS TO FORM:

A handwritten signature in blue ink, reading 'Daniel V. Hyde'.

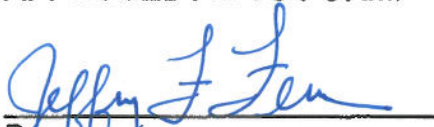
By: Lewis, Brisbois, Bisgaard, and Smith LLP
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by ROSAMOND COMMUNITY SERVICES DISTRICT;

**ROSAMOND COMMUNITY SERVICES
DISTRICT**


By: _____

APPROVED AS TO FORM:


By: _____

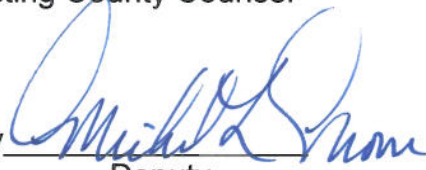
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by COUNTY OF LOS ANGELES:

COUNTY OF LOS ANGELES

By  _____

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By  _____
Deputy

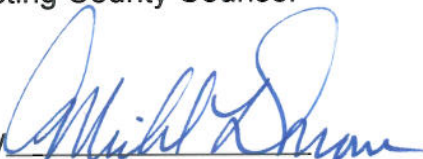
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by DISTRICT. DISTRICT:

**LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40**


By _____

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By 
Deputy